

PROFESSIONAL SERVICES AGREEMENT

FOR

CASHIERING SYSTEM UPGRADE

BETWEEN



THE CLERK OF THE CIRCUIT COURT

COOK COUNTY GOVERNMENT

AND

N. HARRIS CORPORATION
d/b/a SYSTEM INNOVATORS

CONTRACT NO. 1525-14863

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

DEC 10 2015

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions.....	1
b) Interpretation.....	2
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	3
a) Scope of Services.....	3
b) Deliverables.....	3
c) Standard of Performance.....	5
d) Personnel.....	5
e) Minority and Women Owned Business Enterprises Commitment.....	6
f) Insurance.....	7
g) Indemnification.....	9
h) Confidentiality and Ownership of Documents	10
i) Patents, Copyrights and Licenses	10
j) Examination of Records and Audits	11
k) Subcontracting or Assignment of Contract or Contract Funds.....	12
ARTICLE 4) TERM OF PERFORMANCE.....	13
a) Term of Performance	13
b) Timeliness of Performance	14
c) Agreement Extension Option.....	14
ARTICLE 5) COMPENSATION	14
a) Basis of Payment.....	14
b) Method of Payment.....	14
c) Funding.....	15
d) Non-Appropriation.....	15
e) Taxes.....	16
f) Price Reduction.....	16
g) Consultant Credits.....	16
ARTICLE 6) DISPUTES.....	16
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS	17
ARTICLE 8) SPECIAL CONDITIONS.....	17
a) Warranties and Representations.....	17
b) Ethics	18
c) Joint and Several Liability	18
d) Business Documents	19
e) Conflicts of Interest.....	19
f) Non-Liability of Public Officials.....	20
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION	20

AND RIGHT TO OFFSET	20
a) Events of Default Defined	20
b) Remedies.....	21
c) Early Termination	23
d) Suspension.....	24
e) Right to Offset.....	24
f) Delays	24
g) Prepaid Fees	25
ARTICLE 10) GENERAL CONDITIONS	25
a) Entire Agreement.....	25
b) Counterparts	26
c) Contract Amendments	26
d) Governing Law and Jurisdiction.....	27
e) Severability	27
f) Assigns	27
g) Cooperation	27
h) Waiver	27
i) Independent Consultant	28
j) Governmental Joint Purchasing Agreement	28
ARTICLE 11) NOTICES.....	29
ARTICLE 12) AUTHORITY	30

List of Exhibits

Exhibit 1	Scope of Services/Schedule of Compensation
Exhibit 2	Minority and Women Owned Business Enterprise Commitment and M/WBE Utilization Plan
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Identification of Subcontractor
Exhibit 6	Electronic Payables Program
Exhibit 7	Economic Disclosure Statement and Execution Document
Exhibit 8	Signature Page

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and N. Harris Corporation d/b/a/ System Innovators Inc, doing business as a Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Software" means the Inovah Software Solution as described in Exhibit 1 and excludes any third party software.

"Subcontractor" or "Subconsultant" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) **Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services/Schedule of Compensation
Exhibit 2	Minority and Women Owned Business Enterprise Commitment and M/WBE Utilization Plan
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Identification of Subcontractors
Exhibit 6	Electronic Payables Program
Exhibit 7	Cook County Travel Policy
Exhibit 8	Economic Disclosure Statement and Execution Pages
	Signature Page

d) Order of Precedence

In the event of a conflict of inconsistency between the terms and conditions of Articles 1 through 12 of the Agreement and the Exhibits, the terms and conditions of Articles 1 through 12 of this Agreement shall prevail with respect to such matter.

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide are those described in Exhibit 1, Scope of Services/Schedule of Compensation and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents as specified in Exhibit 1, Scope of Services/Schedule of Compensation or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared as set forth in Exhibit 1, Scope of Services/Schedule of Compensation delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of

competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may, upon 30 days written notice, notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed for any lawful reason. Upon that notice Consultant must suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts

committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. All liability policies shall entirely delete ISO endorsements CG 21 39. Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.
- (2) The Commercial General Liability insurance must provide for 30 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives, except for professional liability.

- (3) Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) (Intentionally Omitted).
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements with the written mutual agreement of Consultant. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) **Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the negligent acts or omissions, intentional or willful misconduct or fraud of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

The County and Consultant recognize that circumstances may arise entitling the County to damages for breach or other fault on the part of Consultant arising from this Agreement. The parties agree that in all such circumstances the County's remedies and Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- (a) With the exception of consultant's duty to indemnify county for claims arising 3(i), patents, copyrights and licenses, both parties agree that the aggregate liability of consultant to county for all claims, suits, actions, and proceedings howsoever arising, directly or indirectly, under or relating to this agreement or its subject

matter shall not exceed, in the aggregate, the fees paid by county to consultant pursuant to agreement.

- (b) In addition to the foregoing, neither party shall be liable to the other for any claims for consequential damages, incidental damages, indirect damages, special damages, aggravated damages, loss of revenue, loss of profits, failure to realize expected savings, loss of data, loss of business opportunity either under or relating to this agreement or its subject matter
- (c) Clauses (a) and (b) shall apply in respect of any claim, demand, action, or proceeding howsoever arising by a party irrespective of the nature of the cause of action underlying such claim, demand, action, or proceeding including, but not limited to, breach of contract, rescission of contract, tort, breach of trust, or breach of fiduciary duty, regardless of and even if such other party has been advised of the likelihood of the occurrence of such damages and notwithstanding any failure of essential purpose of any limited remedy.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder or as otherwise required by law. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

Only those documents that are specifically listed in the agreement will become the property of the County, and only at such time that all payments due have been paid.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

In the event there is a third party claim against County alleging that County's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trade-mark or trade secret, Consultant shall, at its expense, defend County and pay any final judgment against County or settlement agreed to by

Consultant on County's behalf; provided that County promptly notifies Consultant of any such claim or proceeding and shall give Consultant full and complete authority, information, and assistance to defend such claim or proceeding. This indemnity is only effective where (i) County has not made any admissions or begun settlement negotiations either prior to or after providing notice to Consultant of the applicable claim except with Consultant's prior written consent, (ii) Consultant shall have sole control of the defense, in accordance with 55 ILCS 5/3-9008 et seq. of any claim or proceeding and all negotiations for its compromise or settlement, and (iii) County has not modified the Software in any manner whatsoever except with the prior written consent of Consultant. Any breach by County of its covenants under this section shall nullify this indemnity but not the sole right of Consultant to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith. The foregoing states Consultant's entire liability, and the County's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof. Consultant's obligations under this section shall survive the termination and/or expiration of this Agreement. Consultant's obligations under this section do not extend to any third party software.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract. Any such audit will be limited to no more than once per year and will be subject to the confidentiality obligations of this Agreement.

The Consultant further agrees that it shall include in all of its subcontracts providing services under this Agreement a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract. Any such audit will be limited to no more than once per

year and will be subject to the same confidentiality obligations as this Agreement.

In the event the Contractor receives payment under the Contract, payment for which is later disallowed by the County because the Services were not provided or the Deliverables were not been delivered (for the sake of clarity, not delivered in its entirety, rather than subjective determination of underperformance), the Contractor shall promptly refund any sums due to the County following the delivery of the audit results to the Contractor. The County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County. Any disputes related to underperformance shall be resolved by way of the dispute resolution process at Article XI of this Agreement.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. Notwithstanding the foregoing, upon the Consultant providing prior written notice to the Chief Procurement Officer, the Chief Procurement Officer may execute an amendment with the successor entity agreeing to an assignment of this Agreement if: (i) the Assignment arises under a consolidation, sale, merger or acquisition; (ii) the successor entity demonstrates that it has the ability to perform the Services set forth in this Agreement; and (iii) the successor entity is authorized to do business with the County as set forth in the Cook County Code of Ordinances and other applicable laws.

The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The

Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin January 1, 2016 and continue until December 31, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant agrees to provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for an additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to and agreement with the Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant a not to exceed fee of \$644,340 according to the Scope of Services/Schedule of Compensation in the attached Exhibit 1 for the successful completion of services. In the event County fails to pay all or any portion of an undisputed invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Consultant has under this Agreement or otherwise, Consultant shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the County of its obligation to pay its outstanding invoices.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed

description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations, which Consultant fails to correct upon notice by County, in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors, provided that the Subcontractors has satisfactorily completed providing services based upon the schedule or milestones, within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) **Funding**

The source of funds for payments under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

INTENTIONALLY OMITTED.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time

is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. This dispute resolution process shall not preclude a party from seeking injunctive relief and shall not apply if it would cause any applicable claims limitations period to expire.

If the County disputes that the Services or Deliverables does not conform to the Agreement, the County will provide the Contractor with written notice within fifteen (15) days of the receipt of the applicable invoice. The written notice shall contain sufficient detail of the issues that the County contends are in dispute. Contractor shall provide a written response to the County within fifteen (15) days that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the County's notice. The County and Contractor will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the notice. The County agrees that it will only withhold payment of the amount(s) actually in dispute until the action items outlined in the action plan are completed. If Contractor is unable to complete the action items outlined in the action plan because of the County's failure to complete the items agreed to be performed by the County, within the time frame set forth in the action plan, the County will remit full payment of the invoice. If the County is unable to complete the items outlined in the action plan because of Consultant's failure to complete the items agreed to be performed by the Consultant, the Consultant waives its right to receive the disputed portion of the invoice. Contractor reserves the right to suspend delivery of services, including maintenance and support services, if the County fails to pay an invoice which is not in dispute.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless continued performance of its obligations would result in damages to the Contractor or prejudice any of its rights. For the sake of clarity, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract if the dispute is one related to an invoice.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform
- ii) the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- iii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iv) warrants that it will not knowingly use the services of any disqualified or debarred consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- v) warrants that Consultant and its Subcontractors are not in default at the time this
- vi) Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- vii) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement;

- viii) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- ix) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.
- x) The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Consultant does not represent or warrant and the County acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable in order for the County to verify authority to execute this Agreement or if the Consultant is requesting to assign this Agreement as set forth in Article 3, Section (k).

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal

year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services as set forth in this Agreement in a manner reasonably satisfactory to the County or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within thirty (30) days Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) (Intentionally Omitted)
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iii) The right to money damages;
- iv) The right to withhold all or any part of Consultant's compensation under this Agreement;
- v) The right to consider Consultant non-responsible in future contracts to be awarded

by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it by giving 90 days prior written notice from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent

claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 30 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for

it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Default by County.

- i) **Compliance** – The County shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Software, including without limitation those related to privacy, electronic communications and anti-spam legislation. The County is responsible for ensuring that its use of the Software to store or process credit card data complies with applicable Payment Card Industry Data Security Standards (“PCI DSS”) and The Fair and Accurate Credit Transactions Act (“FACTA”) requirements and shall not store credit card and social security data in the system except in the designated encrypted fields for such data. In the event that County fails to comply with this section, Consultant will provide written notice to the County of this default and may, at its sole discretion, terminate this Agreement effective immediately.
- ii) **Delays** - Consultant may elect to terminate this Agreement if the County causes delays to the project schedule in excess of ninety (90) days. Consultant will give County written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). Upon receipt of a Default Notice, County must correct the default, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the County fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Consultant may terminate the whole of this Agreement and in such case the County will be responsible for payment to Consultant of only that part of the fee earned by Consultant for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the County.

g) Prepaid Fees

INTENTIONALLY OMITTED.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements,

considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or

unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every reasonable effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

INTENTIONALLY OMITTED.

k) Comparable Government Procurement

INTENTIONALLY OMITTED.

l) Force Majeure

Neither Consultant nor County shall be liable for delay failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war or of the public enemy, fires, lightning, floods, epidemics, riots or other natural disaster. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: The Office of the Clerk of the Circuit Court
69 West Washington, Room 2500
Chicago, Illinois 60602
Attention: Tony Vainikos, Budget and Purchasing Manager

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: System Innovators Inc., a division of Harris Computer Corporation
10550 Deerwood Park Blvd, Suite 700
Jacksonville, Fl. 32256
Attention: Christine Heckle, Account Manager

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services/Schedule of Compensation

EXHIBIT 1

Scope of Services/Schedule of Compensation

Project Details

The following sub-sections outline the project scope, project deliverables, and Customer interfacing requirements in greater detail.

Proposed Software Documentation

Documentation	Version Date and Brief Description
Client Services Welcome Letter	Document containing project expectations, contact information, and project approach overview
Project Plan	MS Project document outline specific tasks, resources, and time lines for both System Innovator and County personnel. This plan is updated and reviewed weekly with the County's team
Business Process Questionnaire	Document contain questions pertaining to the current business processes and collection practices at the County
Weekly Status Report	Updated and reviewed with the County's team throughout the project's duration
Implementation Specification	Document detailing the system to be delivered along with the test plan, installation plan, interface details, custom coding, and configuration. This document serves as the blueprint for the final installed production system
Custom Development Specification	This document details the custom coding and report creation that will become part of the final production system delivered to the County. This document requires signatures from both teams and is embedded in the Implementation Specification on its approval
Installation Guide	Document that explains, step by step, the site preparation and tasks necessary to install iNovah in the County's environment
Release Notes	These documents are delivered with each new release the County receives and contain the defect fixes, enhancements, and new modules contained in the corresponding software
Administration and Management Guide	User manual covering the iNovah Administration and Management Portal
Cashier Guide	User manual covering the iNovah Cashiering Application.

Permissions Document	Document detailing all the permissions setting for CCC's version of iNovah.
Function Key Document	Document that defines the function key definitions for CCCs version of iNovah.
Training Agendas	Outlines for each of the training sessions included in the project. The agendas outline what is to be trained and helps the County determine which personnel need to be present for each of the sessions, whether they are IT staff, iNovah administrators, supervisors and cashiers.

Project Approach

System Innovators has developed the following process to successfully implement iNovah at a client's site. The overall project approach is to start with the base iNovah product and configure the business rules and workflow to meet the requirements of Customer. Additionally the system will be programmatically tailored to accommodate the integration with the Customer host systems and any specialized, Customer-specific business logic.

The full implementation cycle includes all the business analysis, training, configuring, administering, designing, documenting, programming, and testing to adapt the iNovah enterprise cashiering solution into Customer's environment. System Innovators employees will be onsite to perform those functions that require a physical presence and leverage remote technologies such as GoToMeeting and VPN connections whenever possible to reduce the project timeline and save the County money.

Because iNovah is designed from the ground up to be an enterprise cashiering and collection solution for the public sector, most of the processing logic and workflow configurations are built into the product. The approach of the implementation team is to leverage existing processes and best practices from other entities of similar size and scope to reduce the amount of custom coding. The open architecture of iNovah is highly configurable and, when necessary, can be tailored to meet the needs of Customer without impacting the base product or the ability to stay current with new releases. At no time will Customer be on a version of iNovah that is not a readily available release.

Project Assumptions

The following assumptions have been made for this project:

1. The following Customer resources will be available to work on this project:
 - a) Executive sponsor
 - b) Project manager (may be separate functional and technical leads)
 - c) Payment processing subject matter experts for each area of law
 - d) Host system subject matter expert
 - e) iNovah administrator
 - f) Network administrator and desktop support staff
2. Customer will provide the server hardware, server software, database licenses, and end-user workstations needed for the implementation and configuration of iNovah.
3. A high-speed remote VPN connection to iNovah is available for testing and production support

4. The configuration of computer servers, PCs, networks and third party software is the Customer's responsibility
5. System Innovators staff will be provided with workspace for up to 2 people when performing onsite services. The workspace will be equipped with a connection and access rights to the Customer's network.
6. System Innovators staff will have console access to iNovah servers when performing services onsite.
7. The Customer will provide the services described in this Statement of Work in a timely fashion to allow System Innovators to meet agreed upon schedules.
8. To enable an interface to iNovah, Customer or Customer's vendor will provide a web service interface or an application programming interface (API) to all applications to be interfaced.
9. The Customer will provide a test and production environment for iNovah, whether these systems are physical servers or virtual environments.
10. System Innovators will train the Customer training team and limited end users during the course of training the trainers; Customer will train the remaining Customer employees and offices.
11. Customer will work directly with the third-party hardware provided to coordinate the logistics of delivery and installation of the server hardware and the new workstations.
12. Customer will ensure the delivery and installation of the new POS hardware; System Innovators will install the POS hardware for the test and training workstations.

Project Team

Position	Name	Description of Proposed Role
Executive Vice President	Jeff Sumner	General Manager
Director, Central Region Sales	Caroline VanDeusen	Sr. Account Executive
VP, Professional Services	Terry Bechtel	Project Director
Sr. Project Manager	Ken Trivison	Project Manager
Software Engineer	Miguel Molina	Software Engineer
Business Consultant	Rachel Raymos	Trainer/Business Analyst
Director, Customer Support	Karin Raudsep	Post-prod Technical Support

Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, increases the total amount of the contract, extends the term of the contract or in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work

hours, the other party may propose a change to cover the additional work effort required of it and such change order will require an amendment as set forth in Article 10(c) of the Agreement.. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

Preliminary Project Plan

The pricing quoted in the SOW is based on certain fundamental assumptions substantively affecting the services proposed and to be performed under this agreement, including but not limited to those assumptions relating to the time frame for performance of the services. Any change in the time frame for performance may cause System Innovators to incur additional costs that could not have been anticipated. The pricing quoted in this proposal is based on a time frame for performance of 14 months from project start to go-live. In the event of any change in this time frame due to Customer delays, the parties will negotiate in good faith an equitable adjustment to this SOW which shall be memorialized in the form of a contract amendment.

NOTE: No start dates are assumed at this time. The current purpose of this sample project plan is to illustrate the estimated resource hours, resource types, and project duration. Actual dates will be backfilled once a start date and committed resources have been verified.

Task Description	Duration	Work	Start (TBD)	Finish (TBD)	Resource	SII Location
iNovah Implementation Plan	241 days	1,980 hrs				
Project Start	0 days	0 hrs				
Administrative Tasks	3 days	48 hrs				
Finalize Contract	1 day	8 hrs			SII/Client	Remote
Notice to Proceed Document Received	1 day	8 hrs			Client	Remote
Deliver Initial Project Plan to Client	2 days	16 hrs			SII	Remote
Verify Hardware / Software Purchases	2 days	16 hrs			SII	Remote
Assessment Tasks	21 days	88 hrs				
Assessment Conference Call	0.5 days	4 hrs				
Identify Team / Contacts	1 hr	1 hr			SII/Client	Remote
Identify Training Expectations	1 hr	1 hr			SII	Remote
Schedule System Overview Training	1 hr	1 hr			SII	Remote
Schedule Assessment Trip	1 hr	1 hr			SII	Remote
System Overview Training	6 days	48 hrs				
Prepare Training Room and Materials	1 day	8 hrs			Client	Onsite
Install Base iNovah System with Training Database	2 days	16 hrs			SII/Client	Onsite
Configure / Test Base Installation	1 day	8 hrs				

Task Description	Duration	Work	Start (TBD)	Finish (TBD)	Resource	SII Location
System Overview Training Conducted	2 days	16 hrs			SII/Client	Onsite
Assessment Meetings	4.5 days	36 hrs				
Review of Payment Collection Procedures	1 day	8 hrs			SII/Client	Onsite
Review of Banking and Deposit Procedures	0.5 days	4 hrs			SII/Client	Onsite
Discussion of Future Payment Collection Methods	1 day	8 hrs			SII/Client	Onsite
Review of System Interfaces	2 days	16 hrs			SII/Client	Onsite
Hardware Delivered	0 days	0 hrs				
Hardware received by client	0 days	0 hrs			Client	Remote
Document Functional Requirements	76 days	432 hrs				
Identify Payment Collection Sources	8 days	64 hrs				
Cashiering	3 days	24 hrs			SII	Remote
Other	5 days	40 hrs			SII	Remote
Define Host Interfaces and Customizations	48 days	208 hrs				
Define MQSeries System Inquiries	10 days	80 hrs			SII/Client	Remote
Define MQSeries System Payment Updates	8 days	64 hrs			SII/Client	Remote
Define ACCPAC System Updates	2 days	16 hrs			SII/Client	Remote
Define Other System Interface Requirements	2 days	16 hrs			SII/Client	Remote
Define Cashier Customizations	4 days	32 hrs				
Finalize Functional Requirements	20 days	160 hrs				
Write 1st Draft of Functional Specifications	10 days	80 hrs			SII	Remote
1st Review and Modification of Functional Specification	5 days	40 hrs			SII/Client	Remote
2nd1st Review and Modification of Functional Specification	3 days	24 hrs			SII/Client	Remote
Final Review of Functional Specification by Client	2 days	16 hrs			SII/Client	Remote
Receive Approval on Functional Specification from Client	0 days	0 hrs			SII	Remote
Software Tailoring and Configuration	138 days	1,296 hrs				

Task Description	Duration	Work	Start (TBD)	Finish (TBD)	Resource	SII Location
Project Management	32.5 days	192 hrs				
Create Database and Client Installation Environment	2 days	16 hrs			SII/Client	Onsite
iNovah Administrative Training	2 days	16 hrs			SII/Client	Onsite
Add System and Payment Configuration to Database	15 days	120 hrs			SII/Client	Both
Define Custom Report Requirements	5 days	40 hrs				
Project Development	95 days	760 hrs				
Develop MQSeries System Interfaces	25 days	200 hrs			SII	Remote
Develop ACCPAC GL Update	3 days	24 hrs			SII	Remote
Develop ACCPAC A/P Update	3 days	24 hrs			SII/Client	Remote
Develop ACCPAC A/R Update	3 days	24 hrs				Remote
Develop Epay Import	3 days	24 hrs				
Develop Other Customizations	28 days	224 hrs			SII	Remote
Develop Payment Data Conversion Scripts	10 days	80 hrs				
Develop Custom Reports	20 days	160 hrs				
Install Customized iNovah System	3 days	24 hrs				
Install Custom Web Services and Assemblies	1 day	8 hrs			SII/Client	Remote
Test System Connectivity	2 days	16 hrs			SII/Client	Remote
User Acceptance Testing	40 days	320 hrs				
Document Acceptance Test Plan	5 days	40 hrs			Client/SII	Remote
Installation/Acceptance Testing	15 days	120 hrs			SII/Client	Remote
Client Testing	20 days	160 hrs			Client	Remote
Production Planning	7 days	56 hrs				
Production Roll-out (Phased) scheduled	5 days	40 hrs			Client/SII	Onsite
Production Site Installation	2 days	16 hrs			Client/SII	Onsite
End-User Training Tasks	3 days	24 hrs				
Prepare Training Room and Materials	1 day	8 hrs			Client/SII	Onsite

Task Description	Duration	Work	Start (TBD)	Finish (TBD)	Resource	SII Location
Conduct End-User Training	2 days	16 hrs			SII/Client	Onsite
Production Roll-Out	2.5 days	36 hrs				
System Placed into Production Environment	0.5 days	4 hrs			Client	Onsite
Execute Payment Data Conversion Scripts	1 day	8 hrs				
System Live and Operational in Production	1 day	8 hrs			Client/SII	Onsite
On-site Production Assistance	2 days	16 hrs			SII	Onsite
System Operational in Production Environment	0 days	0 hrs				
Production Sign Off	0 days	0 hrs			Client	Remote
Project Complete	0 days	0 hrs				

Detailed Project Work Descriptions

Phase 1 Software and Data Conversion

The purpose of the tasks in this statement of work for Phase 1 is to convert existing functionality to be the same or better.

Project					
		SI Resources	Rate	Hours	Extended
Onsite Assessment	Review current RevenueCollector implementation, perform gap analysis, review payment processing procedures, review banking (deposit) procedures, review inter-departmental documentation and reporting, understand all procedures and physical logistics for all areas of law	2	\$150	100	\$15,000
Payment Data Conversion	Convert RevenueCollector payment data to iNovah payment database - involves exporting data from RevenueCollector, transforming structure of the data, and importing into iNovah. All data created after December 2004 will be converted as part of this implementation.	1	\$150	140	\$21,000
Business Logic Configuration	Configuration Database Conversion; Custom table creation for CCC-specific business logic; Assessment of existing configuration with recommended changes; Plan of iNovah configuration for each area of law; Implementation of iNovah configuration; Creation of new forms: payment, receipt, validation, endorsement, etc.				
	*Note: many business process decisions will be required by CCC staff	2	\$150	180	\$27,000

Installation Services	Install iNovah on the test, development and production servers; install iNovah cashier on the test and training workstations; install the POS peripherals and associated drivers on the test and training workstations;	2	\$150	80	\$12,000
Project Management	Weekly status meeting / reports; Maintenance of implementation project plan; Coordination of resources, activities, and deliverables; Physical site assessments; Formal project meetings (as required); Documentation of implementation plan / specification	2	\$150	500	\$75,000

Testing					
Unit Testing	Unit testing will be performed in conjunction with the development of custom business logic and interface; unit testing hours are included in the hours for each customization	2			
System Testing	End to end testing of payments, deposits, and reports for each area of law; this testing includes working with CCC to develop a test plan and document issues and resolutions	1	\$150	80	\$12,000
Parallel Testing	SI expects CCC to perform the parallel testing to ensure that iNovah produces the same results as CASHIER for Windows and Revenue Collector; hours to consult in establishing a test plan and guide the test process are included in the project management hours	1			

Training					
System	Technical and functional overview of iNovah; details all components, software, hardware and features of the system; designed for IT, DBA, MIS, business managers and	1	\$150	24	\$3,600

	Custom Development	Review current reports and develop up to 20 custom reports to meet specific business needs of each area of law and finance in general	2	\$150	120	\$18,000
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Interfaces						
Area of Law	Interface	Description				
Common Engine	MQSeries	Common interface engine from iNovah and MQSeries to be used by all other interfaces that use the queues	2	\$150	160	\$24,000
Accounting	ACCPAC GL	Create a summary file for each day to reconcile GL entries with the details stored in RevenueCollector.				
	ACCPAC A/P	Overpayment refund details captured in payment transactions will be exported to ACCPAC as accounts payables. ACCPAC will then be used to print refund checks				
	ACCPAC A/R	Post court ordered deposits to the A/P module of ACCPAC. Transactions that are billed such as government billing, indigent billing and NSF checks will be posted to the ACCPAC A/R module as receivables.				
Child Support	TKIDS	Pre-inquiry by Case Number; Inquiry by Case Number; Update Child Support payment details for payments, voids, & corrected payments; Create a separate type for Child Support HB 277 Fees				
Domestic Relations	Domestic Relations	Inquiry by Case Number; Update Domestic Relations payment details for payments, voids, & corrected payments				
Juvenile Justice	Juvenile Justice System	Record and process all fees and payments collected for Juvenile Justice case types				
Child Protection	Child Protection System	Record and process all fees and payments collected for Child Protection related case types				
Probate	Probate System	Inquiry by Case Number; Update Probate payment details for payments, voids, &				

		corrected payments						
Chancery	Chancery System	Inquiry by Case Number; Update Chancery payment details for payments, voids, & corrected payments						
Criminal	KRIMS	Inquiry by Case Number; Update Criminal payment details for payments, voids, & corrected payments						
Traffic	TRIMS	Inquiry to TRIMS by Ticket Number; Update Traffic payment details for payments, voids, & corrected payments						
	Sheriff Parking System	Inquiry to Sheriff Parking system based on ticket number; Update parking ticket details for payments, voids, & corrected payments						
Civil	Civil System	Inquiry by Case Number; Update Civil payment details for payments, voids, & corrected payments						
County	New County System	Inquiry by Case Number; Update County payment details for payments, voids, & corrected payments						
Law	Law System	Inquiry by Case Number; Update Law payment details for payments, voids, & corrected payments						

Exports								
System	Files	Description						
ACCPAC Export		This export process creates 5 files from the iNovah payment data.	2	\$150	75	\$11,250		
	Summary	Summary file of all payment activity by G/L code						
	A/R Posting	A/R posting file of all billed transactions						
	A/P Posting	A/P posting file of all overpayment refunds						
	New Liabilities	New liabilities containing court ordered deposits						

	A/R Payment	A/R payment file for all payments with existing receivables				
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Imports						
System	Files	Description				
EPay	EPay	Payment import file for web payments	2	\$150	50	\$7,500

Business Logic						
Module	Area	Description	2	\$150	320	\$48,000
Cashier	CCC Interface	Case Randomization Processing: Currently, the CCC provides a process to randomize cases to Calendar/Courtroom based on percentages and Judge specifications. Court calendars are assigned for each new case and need to be assigned when the filing fee is processed for the case. iNovah will be customized to call the Case Randomization process to retrieve the calendar which will be printed on the receipt and included in all payment updates.				
Cashier	CCC Interface	Case Numbering: Case numbers must be assigned for each new case as part of processing the filing fee for the new case. iNovah will be customized to call the Case Number Generator to assign a new case number unique to the area of law and other CCC specified criteria for categories involving new cases. The new module to assign case numbers will need to rely on a maintained list of case numbers.				

Cashier	CCC Interface	<u>Offline Processing:</u> Case number assignment, court calendar randomization and attorney lookup will switch to local versions/databases on a PC accessible through the Local Area Network to which the cashier workstation is assigned				
Cashier	Configuration Database	<u>Restriction of Payment Code Access:</u> iNovah will be changed to restrict access of payment codes based on the cashier's assigned District and Area of Law				
Cashier	Payment Processing	<u>Allocation Change Fee Reason Code:</u> When users with the proper authority make changes to allocation fees, the system will record the reason along with the new fee.				
Cashier	Payment Processing	<u>Range Based Fees:</u> Calculate the total amount for copy fees, weight-based postage, and filing recording fees. A custom maintenance menu named 'Copy Fees' will allow the user to select the payment class and then define the appropriate business rules for the calculation of the total fees. The total fee for Copy Services is based on the number of pages to be copied.				
Cashier		<u>D Bonds Tendering:</u> When a D Bond is selected as the tender type, restrict the amount that can be applied to the payment to be 10% less than the face value of the D Bond. A new D Bond allocation will be automatically added to the payment to account for the 10% fee. Data specific to the D Bond will be returned from the inquiry to TRIMS.				
Cashier	Payment Processing / Configuration	<u>Attorney File Processing:</u> Customization to populate the Attorney Name and NSF Status based on the entry of the Attorney Code. The Attorney file will be maintained by CCC and downloaded from the mainframe computer to iNovah on a nightly basis. The file will also be stored on a database on a LAN accessible PC to support off-line processing and updates will be distributed nightly. If the NSF status displayed is unsatisfactory, the cashier will be required to acknowledge the message and a supervisor's override will be required to tender a check.				

Cashier	Payment Processing / Configuration	<p><u>Jury Option Customization:</u> Cashiers will be able to select an allowable jury option (no jury, 6 Man, 12 Man) for each type of payment. Only those options that are allowed for the payment type will be accepted.</p> <p>A custom "Jury Options" table will be added to iNovah to record valid jury options. A custom maintenance process will be implemented to provide system administrators with the ability to add, edit and delete jury options. The following codes are proposed for Jury Options.</p> <p>Jury Option will default to 'None' (no jury). Function keys will be assigned for 6 Man and 12 Man jury options to allow cashiers to hit one key to select a jury. A list will also be available to document valid choices and allow a change back to no jury.</p>			
Cashier	Payment Processing	<p><u>Ad Damnum Validation:</u> Display a message when the lawsuit amount is inappropriate for the payment type and alter user when suit amount exceeds case type limits.</p> <p>Provide a process to add, edit and delete valid ad damnum ranges for each payment type. Validate ad damnum entries for valid dollar amount for selected payment type; a validation process will be implemented to verify that the entered ad damnum is within an allowable range for the selected payment type. If the entered amount is outside the allow range, a message box will be displayed alerting the cashier.</p>			
Cashier	Payment Processing / Configuration	<p><u>Allocation Selection Customization:</u> Validate each combination of payment type, case type, ad damnum, jury code and fee type with the fees collected. A new table will be queried to select allocations based on payment type, case type, ad damnum, jury code, and fee type instead of just payment type. Once a new payment type is selected and the required filtering fields are filled in, iNovah will</p>			

		query the custom table containing valid combinations and automatically populate the allocations.					
Cashier	Peripheral Interface	Barcode Processing (Type 3 of 9): iNovah will be modified to read barcodes and parse the barcode into the appropriate account fields by payment type.					
Cashier	Payment Processing / Configuration	Altered Fee Reason Code: When a Fee Type of "No Fee", "Fee Waived" or "Govt. Fee" is selected by the cashier, an "Altered Fee Reason" must be selected, verified against the Fee Type and recorded. A custom "Altered Fee Reason" table will be created and iNovah configuration will be customized to allow the system administrator to add, edit, and delete entries to the custom Altered Reason table.					
Cashier	Payment Processing	<u>Suspense Payment Restriction</u> : Occasionally it is necessary to post a payment before all of the required information is known or before a case management system will allow the payment to be posted. These payments should be recorded to a suspense account until the required information is received or conditions allow proper posting. One suspense payment type and one suspense allocation will be created for each area of law. Recording a suspense payment simply requires the selection of the proper payment type and the entry of known information in reference fields. Only one payment is allowed in a transaction with a suspense payment. The transaction is tendered normally and is written to the Consolidated Payment Database. The tender is included in the appropriate deposits and the payment is included for the day's activity but it is not written to any case management system.					

Cashier	Payment Processing	<u>Batch Opening Limitation:</u> The system will be customized to allow only one batch to be opened by a cashier at one time			
Cashier	Payment Processing	<u>Tender Refund Dialog:</u> The system will be customized to present a refund dialog to the cashier for entry of refund check information. The fields will be populated initially with the customer information from the last payment in the transaction, but can be edited by the cashier as necessary.			

Estimated Travel:		\$20,000
Project Implementation Hours @ \$15000/hour:		1901
Core Project Total with Estimated Travel:		\$305,150

Rate Hours Extended

Documentation Specific Planning and Project Management					
Onsite Assessment	Review current RevenueCollector implementation, perform gap analysis, review payment processing procedures, review banking (deposit) procedures, review inter-departmental documentation and reporting, review all procedures and physical logistics for all areas of law.	1	\$150	26.6	\$4,000
Installation Services	Install iNovah cashier on the workstations in conjunction with training CCC staff members; install the POS peripherals and associated drivers on the workstations in conjunction with training CCC staff members;	2	\$150	40	\$6,000

	Project Management	Bi-weekly and monthly status meetings / reports; Executive briefings; Coordination of resources, activities, and deliverables; Formal project meetings (as required); Documentation of implementation plan / specification	1	\$150	66.6	\$10,000
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Documentation Creation						
	Work Stream Onsite Services	<p>1. Project Hierarchy as it relates project hours</p> <p>a. Technology Oversight Committee – Clerk’s level, <u>meetings as needed</u> with SI and BCI, general project overview and progress</p> <p>b. Executive Steering Committee – Clerk executives to include Bridget Dancy as CIO and Wasuu Fashina as CFO and project managers from SI and BCI; <u>monthly meetings</u> for project updates</p> <p>c. PMO Oversight – <u>weekly status meetings</u> with all project managers: Parimal Patel (IT) and Gerard Butts (Court Operations) from the Clerk and the PMs from SI and BCI; maintain project plan, track progress, and schedule resources</p> <p>d. Work Streams – <u>biweekly meetings</u> with the designated work stream leads and the cashier operations work stream coordinator (Cynthia Eddington) and Kevin Murphy for the cashier finance</p>				

				<p>work stream. SMEs from each division will be brought in as needed. The other 6 work streams will also have a designated lead. BCI will conduct onsite meetings with the work stream leads and perform the following tasks for each work stream and each area of law within the 2 cashiering work streams</p> <ul style="list-style-type: none"> i) Identify the tasks needed to accomplish the project goals ii) Scope the tasks to be performed iii) Perform the tasks iv) Monitor the progress of tasks underway v) Report on the progress of the work stream <p>e. Project Office – outside of the project hierarchy; responsible for ordering, invoicing, purchase orders, compliance, etc.</p> <p>2. There are 8 major work streams:</p> <ul style="list-style-type: none"> a. Cashiering Finance – start of day, end of day procedures; voiding and adjusting; general accounting practices; general ledger distributions b. Cashiering Court Operations – 12 divisions; separate operational requirements for each division c. Training – end user training, system (application) administration, training materials for application and business processes d. System Integrations – system to system communications 		
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		e. Infrastructure – hardware and operating system installations and updates f. Internal Controls – auditing and accountability g. Physical Security – ESSI portion, separate work stream for the POS security camera system h. Legal – advisory capacity; oversight of fees for cashiering and legality of business processes <i>This task encompasses routine meetings, data gathering, and preparation of the final documentation.</i>				
	Work Stream Onsite Services		2	\$150	800	\$120,000
Documentation Related Implementation Totals:						
					934	\$140,000

Customer Interface Requirements Feedback

The following sections represent specific feedback provided by the Customer (mostly authored by Thomas Keys, Systems Analyst) related to the required custom interfaces. System Innovators has acknowledged these requirements by ensuring that the resources allocated as defined in the Project Details section will support these requirements.

Overview

- Currently we use a command line interface to initiate imports. This program was developed for the Clerk's office by SI. This allows scheduled scripts to import web transactions into cashiering unattended. We also import transactions handled by our collection agencies in a daily batch process. We need equivalent functionality in iNovah.
- Cashiering's interactions with the mainframe involves four processes:
 - Query

- b) Case Initiation
- c) Docket Update
- d) Void

The implementation of these processes varies for each area of law. The interface differs based on area of law. An interface should be spec'd that works for any area of law. This will minimize programming requests to SI each time we have to modify a specific interface.

The Traffic Bureau and Criminal Bureau use interfaces that have support for extensive data interchange. The new interface should incorporate their features. Since all areas of law may not need all features initially, the interface should be fully configurable.

- 3. Be aware that SI has custom programming in CFW for Traffic, Criminal, and Child Support areas of law. If we need a change, we have to ask SI to make it. The Clerk's office has always been required to pay a fee to make the change.

Import Tool

- 1. Will the new command line import tool, allow us to have complete control over all the dates when importing? Remove any requirement for desktop interaction?
- 2. The tool should give better error response such as a login failure to the cashiering server.
- 3. Does not allow multiple instances or let use control the number of instances in memory.
- 4. There should be a cleaner interface that doesn't require special internal definitions to create the import fields.

Query

The cashiering query, given a case number, returns information from the case management host system to be populated in the cash register screen. The Query is synchronous and can time out after no response in 20 seconds. We should be able to configure the timeout.

In some areas of Law the only field being passed is the case number or complaint number. Some areas of law need more information.

I would request the QUERY interface be designed to handle all possible fields. We should be able to configure which fields are used.

Criminal Payments

In the Criminal Bureau, the QUERY also returns a Payment Priority Table that is used to determine the order of Payclasses and the amount paid. That

information is used in conjunction with the amount being paid at the register to indicate payment amounts on the receipt.

We have no control over this behavior. We can't customize. When the day comes that a change is needed in the payment rules, we are totally dependent on SI to make the change in a timely manner and to give us a way to switch methods on some day as deemed by the judiciary. So far, we have been able to manipulate the priority table to comply with the rule changes.

CS Payments & Housing Fees

While inputting information for a Child Support payment, you select a case type of 'housing fees', the register is automatically switched to a different category. I assume this situation happens so often that the modification was provided to make entering those transactions easier.

Traffic Query

The Traffic query receives an incident number and looks up the case. It then replies with an entire case which contains all complaint numbers and fines. Also in the reply is a list of payclasses and fine amounts to be displayed on the screen.

The ability to pass all possible data fields and get extensive replies should be configurable for all areas of law.

Case Initiation

This process is used to create new cases in the host case management system. Two tasks need to be done as part of the case initiation: case numbering and randomization or courtroom selection. Currently we rely on SI to call these SQL stored procedures on our behalf. We would prefer that this be configurable as randomization rules change all the time. We are forced to make one procedure fit all.

As an example, one case management system, Courtview does its own case numbering and randomization. That may change and the cashingier system may need to do it. That is not in our control. We need to configure the fields that are sent and received for a case initiation.

In some areas of law, the response may be a disbursement table. This should be allowed in any area of law.

Docket Update

This process creates an entry in an existing case. Because the case exists, the cashier has to input the case number and select the appropriate party for the filing.

Docket Update and Case Initiation take place after the receipt of tender at the register. These processes are mutually exclusive. The process is asynchronous. The process request is sent and the response is picked up later.

Traffic

After receiving a posting, the Traffic sends a disbursement table in it's reply. Contained within the disbursement table are special mnemonics which are

used to select the payclass to which to distribute the payment. The disbursement information is fed from Revenue Collector to our Accounting department.

All areas of law should be configurable to use the disbursement table when appropriate.

Un-Posted Errors

Errors on both Case Initiation and Docket Update are not known till a report is run or some mainframe activity fails to take place. In any case, the cashier does not know. I suggest an error indicator and a hidden screen the cashier can switch to view the posting issue. The problem may be correctable before the customer has left the register.

Investment Schedule
Cook County Clerk of Courts
iNovah Enterprise Payment Solution

Professional Services

Item	Component Description	Component Investment	Investment Total
iNovah™ PROJECT SERVICES			
1	iNovah Project Implementation ⁽¹⁾		\$150,000
	Onsite GAP Analysis and Business Assessment Services	15,000	
	Payment Data Conversion	21,000	
	Business Logic Configuration	27,000	
	Installation Services	12,000	
	Project Management	75,000	
2	Documentation Services, Planning and Project Management		140,000
2	Testing Services ⁽¹⁾		12,000
3	Training Services ⁽¹⁾		14,400
	System Training	3,600	
	Administrative Training	3,600	
	Train the Training	2,400	
	End-user Training	2,400	
	Go-Live Assistance	2,400	
4	Onsite Travel and Accommodations ⁽²⁾		20,000
5	Custom Report Services ⁽¹⁾		18,000
6	Real Time System Interfaces ⁽¹⁾		24,000
7	Lexus Nexis CC Interface		0.00
8	Batch Export Interfaces ⁽¹⁾		11,250
9	Batch Import Interfaces ⁽¹⁾		7,500
10	Business Logic Customizations ⁽¹⁾		48,000
iNovah Application Software & Services Investment:			\$445,150

(1) Professional services associated with software customization requirements not previously defined are not included. The services and software customizations associated with these items are described in "Detailed Project Work Descriptions" above.

(2) This fee includes travel and accommodation expenses incurred by System Innovators personnel as part of the implementation. This item represents as estimate. The actual cost of the travel expenses will be invoiced. Consultant shall comply with the Cook County Travel Policy.

Note: All services are based on a volume discounted hourly rate of \$150. Once the hours of this scope document are exhausted, the hourly rate will revert back to the prevailing hourly rate, currently \$180. The discounted hourly rate is a one-time discount for this conversion from RevenueCollector to iNovah.

Related Application Support and Maintenance

The related software support and maintenance for RevenueCollector/CASHIER for Windows will be converted into iNovah support and maintenance upon the first iNovah go-live. System Innovators will provide concurrent support and maintenance for the RevenueCollector/CASHIER for Windows and iNovah installations under the same iNovah Software Support and Maintenance Agreement. The concurrent support and maintenance will continue for a period up to the last converted RevenueCollector/CASHIER for Windows workstation OR for a period twelve (12) months after the first iNovah workstation goes into production, whichever comes first.

HARDWARE INVESTMENT**Peripheral Hardware Pricing**

Qty	Component Description	Component Investment	Investment Total
iNovah™ PERIPHERAL HARDWARE			
155	TPG A760 USB/Serial Thermal Receipt Printer	\$602	\$93,310
155	IDTECH Triple Track Magnetic2 Stripe Reader (USB)	51	7,905
155	Canon CR-50 Imager with MICR/OCR software bundle	545	84,475
100	Honeywell 3800g USB Kit Barcode Scanner	135	13,500
1	Freight F.O.B. Destination – NC for Local Delivery	0	0
iNovah™ Peripheral Hardware Total:			\$199,190

POS Hardware Support Pricing

Qty	Component Description	Component Investment	Investment Total
iNovah™ THREE YEAR HARDWARE SUPPORT			
0	Three Year Hardware Support for TPG Printer (direct from manufacturer)	287	\$0
0	Three Year Hardware Support for Canon Scanner (direct from manufacturer)	390	\$0
iNovah™ Hardware Support Total:			\$0

INVESTMENT TOTALS

Professional Services Total Investment:	\$445,150
POS Hardware and Support Total Investment:	\$199,190
Grand Total Investment:	\$644,340

Payment Schedule

Hourly Service Fees: These fees include hours spent on project management, consulting, development, testing, training and other hourly services. These fees will be invoiced monthly on the basis of actuals through the completion of the project.

Travel Fees: These fees will be invoiced monthly on the basis of approved actuals within limits as incurred. Consultant shall comply with the Cook County Travel Policy.

Hardware Purchases: These purchases are invoiced upon order and delivery FOB (net 30 terms).

NOTE: The pricing quoted in the SOW is based on certain fundamental assumptions substantively affecting the services proposed and to be performed under this agreement, including but not limited to those assumptions relating to the time frame for performance of the services. Any change in the time frame for performance may cause System Innovators to incur additional costs that could not have been anticipated. The pricing quoted in this proposal is based on a time frame for performance of 14 months from project start to go-live. In the event of any change in this time frame due to Customer delays, the parties will negotiate in good faith an equitable adjustment to this SOW which shall be memorialized in the form of a contract amendment.

EXHIBIT 2

Minority and Women Owned Business Enterprise Commitment

CONTRACT NO. 1525-14863

Vendor

N. Harris Corporation d/b/a System Innovators Inc.

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the underlying contract mentioned above. Therefore, this amendment does not require the Vendor to provide a MBE/WBE Utilization Plan.

Hermine Wise (Procurement)

From: Aleatha Easley (Contract Compliance)
Sent: Wednesday, September 02, 2015 3:44 PM
To: Hermine Wise (Procurement)
Subject: FW: MBE/WBE Goals Contract No. 1525-14863

Hello Hermine,

After reviewing the provided contract scope for the Professional Service / Sole Source Contract No. 1525-14863, the Office of Contract Compliance recommends the MBE/WBE goals for the Upgrade iNovah Cashiering System contract with estimated contract amount \$644,340.00 for be set at 0% MBE/WBE participation.

Should you have any questions please let me know.

Aleatha Easley
Compliance Officer
Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, Illinois 60602
312.603.5504
aleatha.easley@cookcountyll.gov

From: Aleatha Easley (Contract Compliance)
Sent: Monday, August 31, 2015 2:19 PM
To: Hermine Wise (Procurement)
Subject: MBE/WBE Goals Contract No. 1525-14863

Hello Hermine,

After reviewing the provided contract scope for the Professional Service / Sole Source Contract No. 1525-14863, the Office of Contract Compliance recommends the MBE/WBE goals for the Upgrade iNovah Cashiering System contract with estimated contract amount \$63,600.00 for be set at 0% MBE/WBE participation.

Should you have any questions please let me know.

Aleatha Easley
Compliance Officer
Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, Illinois 60602
312.603.5504
aleatha.easley@cookcountyll.gov

I.**POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35%	Overall

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 0%.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there

is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent

shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts

in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

EXHIBIT 3

Evidence of Insurance

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER
CORPORATION
10550 DEERWOOD PARK BLVD., SUITE 700
JACKSONVILLE, FL 32256

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY

A Zurich Insurance Company Ltd. (AM Best # 085095, Rating A+)

COMPANY

B Travelers Property Casualty Company of America (AM Best # 004461, Rating A++)

COMPANY

C

COMPANY

D

COMPANY

E Zurich American Insurance Company (AM Best # 002563, Rating A+)

CERTIFICATE HOLDER


COOK COUNTY
118 NORTH CLARK ST., ROOM 101B
CHICAGO, IL 60602

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2015/09/27	2016/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 10,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
					Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.	
AUTOMOBILE LIABILITY - NON-OWNED & HIRED	E	BAP8249865	2015/09/27	2016/09/27	\$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2015/09/27	2016/09/27	\$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
PROFESSIONAL LIABILITY AND TECHNOLOGY ERRORS & OMISSIONS CLAIMS MADE BASIS \$500,000 DEDUCTIBLE	E	IPR0435933200	2015/09/27	2016/09/27	\$ 5,000,000	PER CLAIM & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY WC - STATUTORY LIMITS INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCEPT WHERE PROHIBITED BY LAW	B	PJ-UB-3G59252-2-15	2015/09/27	2016/09/27	\$ 1,000,000	EL: -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS: COOK COUNTY is added as Additional Insured with respect to the Commercial General Liability policy, but only with respect to liability arising out of the operations of the Named Insured.						
BROKER The CG&B Group, part of Arthur J. Gallagher Canada Limited 120 South Town Centre Blvd. Markham, ON L6G 1C3			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives			
SIGNATURE OF AUTHORIZED REPRESENTATIVE 			PRINT NAME JULIE ROGERS		DATE (YYYY/MM/DD) 2015/12/22	

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER
CORPORATION
10550 DEERWOOD PARK BLVD., SUITE 700
JACKSONVILLE, FL 32256

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY
A Zurich Insurance Company Ltd. (AM Best # 085095, Rating A+)
COMPANY
B Travelers Property Casualty Company of America (AM Best # 004461, Rating A++)
COMPANY
C
COMPANY
D
COMPANY
E Zurich American Insurance Company (AM Best # 002563, Rating A+)

CERTIFICATE HOLDER

COOK COUNTY
118 NORTH CLARK ST., ROOM 1018
CHICAGO, IL 60602

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2015/09/27	2016/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 10,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE

Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.

AUTOMOBILE LIABILITY - NON-OWNED & HIRED	E	BAP8249865	2015/09/27	2016/09/27	\$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2015/09/27	2016/09/27	\$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						

PROFESSIONAL LIABILITY AND TECHNOLOGY ERRORS & OMISSIONS CLAIMS MADE BASIS \$500,000 DEDUCTIBLE	E	IPR0435933200	2015/09/27	2016/09/27	\$ 5,000,000	PER CLAIM & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						

WORKERS COMPENSATION & EMPLOYER'S LIABILITY WC - STATUTORY LIMITS INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCEPT WHERE PROHIBITED BY LAW	B	PJ-UB-3G59252-2-15	2015/09/27	2016/09/27	\$ 1,000,000	E.L.: - EACH ACCIDENT - EACH DISEASE/ EMPLOYEE - DISEASE POLICY LIMIT
NOT APPLICABLE						

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

COOK COUNTY is added as Additional Insured with respect to the Commercial General Liability policy, but only with respect to liability arising out of the operations of the Named Insured.

BROKER The CG&B Group, part of Arthur J. Gallagher Canada Limited 120 South Town Centre Blvd. Markham, ON L6G 1C3	CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives
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SIGNATURE OF AUTHORIZED REPRESENTATIVE 	PRINT NAME JULIE ROGERS	DATE (YYYY/MM/DD) 2015/12/22
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EXHIBIT 4

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 16-0038 **Version:** 1 **Name:** Systems Innovators a Division of Harris, Jacksonville, Florida
Type: Contract Amendment (Technology) **Status:** Approved
File created: 5/19/2015 **In control:** Board of Commissioners
On agenda: 12/16/2015 **Final action:** 12/16/2015
Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Clerk of the Circuit Court

Vendor: N. Harris Computer Corporation, Jacksonville, Florida

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Professional Services for the upgrade of software

Contract Value: \$644,340.00

Contract period: 1/1/2016 -12/31/2017

Potential Fiscal Year Budget Impact: FY 2015, \$644,340.00.

Accounts: 1533509283.560451.8300

Contract Number(s): 1525-14863

Concurrence(s):

The vendor has met the Minority and Women Owned Business Enterprises Ordinance.

The Chief Procurement Officer concurs.

The Bureau of Technology concurs

Summary: Revenue Collector is a proprietary software product that is currently used by the Office of the Clerk of the Circuit Court's cashing system. Inovah software is the next upgrade version to replace Revenue Collector. Both software products are exclusive and proprietary with the vendor, Systems Innovators. It is more cost effective and efficient to upgrade the software rather than replace the entire cashing system.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code

Sponsors:

Indexes: DOROTHY BROWN, Clerk of the Circuit Court

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
12/16/2015	1	Board of Commissioners	approved	Pass

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Clerk of the Circuit Court

Vendor: N. Harris Computer Corporation, Jacksonville, Florida

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Professional Services for the upgrade of software

Contract Value: \$644,340.00

Contract period: 1/1/2016 -12/31/2017

Potential Fiscal Year Budget Impact: FY 2015, \$644,340.00.

Accounts: 1533509283.560451.8300

Contract Number(s): 1525-14863

Concurrence(s):

The vendor has met the Minority and Women Owned Business Enterprises Ordinance.

The Chief Procurement Officer concurs.

The Bureau of Technology concurs

Summary: Revenue Collector is a proprietary software product that is currently used by the Office of the Clerk of the Circuit Court's cashiering system. Inovah software is the next upgrade version to replace Revenue Collector. Both software products are exclusive and proprietary with the vendor, Systems Innovators. It is more cost effective and efficient to upgrade the software rather than replace the entire cashiering system.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code

EXHIBIT 5

Identification of Subcontractors/Supplier/Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

- ☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: September 10, 2015
Total Bid or Proposal Amount: \$644,340	Contract Title: Professional Services for Cashiering System Upgrade
Contractor: System Innovators	Subcontractor/Supplier/ Subconsultant to be added or substitute: NA
Authorized Contact for Contractor: Jeffrey Sumner	Authorized Contact for Subcontractor/Supplier/ Subconsultant: NA
Email Address (Contractor): jsumner@systeminnovators.com	Email Address (Subcontractor): NA
Company Address 10550 Deerwood Park Blvd, Ste 700 (Contractor):	Company Address (Subcontractor): NA
City, State and Zip (Contractor): Jacksonville, FL 32256	City, State and Zip (Subcontractor): NA
Telephone and Fax (904)281-9090 Ph (Contractor) (904)645-8829 Fax	Telephone and Fax (Subcontractor): NA
Estimated Start and Completion Dates TBD (Contractor)	Estimated Start and Completion Dates (Subcontractor): NA

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
NA	NA

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor
Jeffrey Sumner

Name
Executive Vice President

Title

Prime Contractor Signature

September 10, 2015

Date

EXHIBIT 6

E-Payables Program

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.**

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT 7

Cook County Travel Policy



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

Example: An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I

TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II

RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III

ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII

LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

EXHIBIT 8

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: _____ No: ☒ X

- b) If yes, list business addresses within Cook County:

N/A

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: ☒ X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name N. Harris Computer Corporation

D/B/A: System Innovators

FEIN NO.: 98-0141520

Street Address: 10550 Deerwood Park Blvd, Ste 700

City: Jacksonville

State: Florida

Zip Code: 32256

Phone No.: (904) 281-9090

Fax Number: (904) 645-8892

Email: si_systeminnovators.com

Cook County Business Registration Number: _____

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 67611349

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N. Harris Computer Corporation	1 Antares Drive, Suite 400	100%
	Ottawa, Ontario K2E 8C4	
	Canada	

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Jeff Bender	1 Antares Dr. Ste. 400 Ottawa, ON K2E 8C4	CEO	
Todd Richardson	1 Antares Dr. Ste. 400 Ottawa, ON K2E 8C4	CFO	
Jerry Canada	1 Antares Dr. Ste. 400 Ottawa, ON K2E 8C4	President	

Declaration (check the applicable box):

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Jeffrey Sumner
Name of Authorized Applicant/Holder Representative (please print or type)

Signature

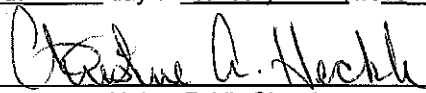
jsumner@systeminnovators.com
E-mail address

Executive Vice President
Title

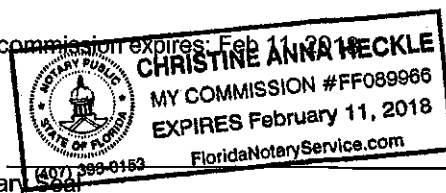
January 11, 2016
Date

(904)281-9090 Ext. 72504
Phone Number

Subscribed to and sworn before me
this 11th day of January, 2016.

x 
Notary Public Signature

My commission expires: Feb 11, 2018



Notary Seal



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

CONTRACT NO.1525-14863

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Jeffrey Sumner

Address of Person Doing Business with the County: 10550 Deerwood Park Blvd. Ste. 700 Jacksonville, FL 32256

Phone number of Person Doing Business with the County: 904-281-9090

Email address of Person Doing Business with the County: jsumner@systeminnovators.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract No: 1525-14863

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 644,340.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Richard Abrams, Bridget Dancy

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Richard Abrams, Bridget Dancy

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

<u>N/A</u>			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

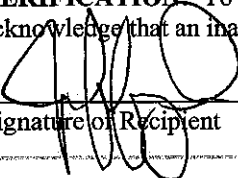
<u>N/A</u>			

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

<u>N/A</u>			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


Signature of Recipient

January 11, 2016
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1525-14863

County Using Agency (requesting Procurement): The Clerk of Circuit Court County Government

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): N. Harris Computer Corporation

Substantial Owner Complete Name: _____

FEIN# 98-0141520

Date of Birth: _____ E-mail address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ - _____ Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

Date: 1/11/2016

Name of Person signing (Print): Jeffrey Sumner

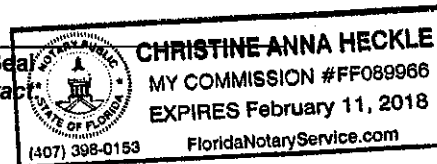
Title: Executive Vice President

Subscribed and sworn to before me this 11th day of January, 2016

x Christine A. Heckle
 Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by CorporationN. Harris Computer Corporation

Corporation's Name

Jeffrey Sumner /

President's Printed Name and Signature

(904)281-9090

Telephone

jsumner@systeminnovators.com

Email

Secretary Signature

January 11, 2016

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this

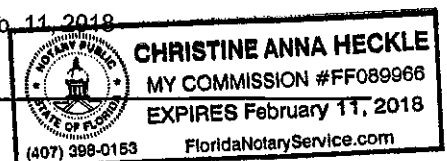
11th day of January, 2016.



Notary Public Signature

My commission expires: Feb 11, 2018

Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



1 Antares Drive
Suite 400
Ottawa ON K2E 8C4
613 226-5511 | 1888 847-7747
www.harriscomputer.com

January 18th, 2016

Re: Signing authorization

To Whom It May Concern:

This letter confirms that Jeffery Sumner, EVP of the System Innovators Business Unit is authorized to sign, execute and deliver in the name and on the behalf of the N. Harris Computer Corporation ("Corporation") all contracts having a value of no more than \$1,000,000 with the Corporation's customers, suppliers, consultants and other providers of ordinary course business services.

Yours very truly,

Jean P. Soucy
President, Harris Public Sector and Schools Group
N. Harris Computer Corporation

Jan 18th, 2016

Date



COOK COUNTY SIGNATURE PAGE

(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS
HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 22 DAY OF January, 2016

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR
CONTRACT NUMBER 1525-14863

OR

ITEM(S), SECTION(S), PART(S) _____

TOTAL AMOUNT OF CONTRACT: \$644,340.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

NA

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

DEC 16 2015

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)